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REGULATORY DIV.

BellSouth Telecommunications, Inc.  
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Nashville, TN 37201-3300

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Guy M. Hicks  
General Counsel

July 18, 2001  
EXECUTIVE SECRETARY  
615 214 6301  
Fax 615 214 7406

VIA HAND DELIVERY

David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re: *Petition of MCI WorldCom to Enforce Interconnection Agreement with  
BellSouth Telecommunications, Inc.*  
Docket No. 01-00513

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of the Answer of BellSouth.  
Copies of the enclosed are being provided to counsel for MCI WorldCom.

Very truly yours,

  
Guy M. Hicks

GMH:ch  
Enclosure

**BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee**

**In Re:       *Petition of MCI WorldCom to Enforce Interconnection  
Agreement with BellSouth Telecommunications, Inc.***

**Docket No. 01-00513**

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**ANSWER OF BELL SOUTH TELECOMMUNICATIONS, INC.**

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BellSouth Telecommunications, Inc. ("BellSouth") files its Answer to the Petition of MCI WorldCom, Inc. ("MCI"), and says:

**INTRODUCTION**

On June 16, 1999, Brooks Fiber Communications of Tennessee, Inc. ("Brooks Fiber") opted into an Interconnection Agreement between BellSouth and MCI metro Access Transmission Services, Inc. ("MCI metro") pursuant to the opt-in provisions of §252(i) of the Telecommunications Act of 1996 ("1996 Act"). The Tennessee Regulatory Authority ("Authority") approved the Brooks Fiber<sup>1</sup> opt-in Interconnection Agreement (hereafter referenced as the "MCI Agreement") on August 21, 2000. The MCI Agreement expired on April 3, 2000.

In its Petition, MCI seeks a ruling that dial-up access to the Internet through an Internet Service Provider ("ISP-bound traffic") should qualify for reciprocal compensation under the terms of the MCI Agreement. The

Authority should deny MCI's claim for relief for three reasons: (1) ISP-bound traffic is interstate information access traffic that does not qualify for reciprocal compensation under the terms of the MCI Agreement; and, (2) at the time Brooks Fiber opted into the MCImetro Interconnection Agreement, Brooks Fiber was well aware of BellSouth's position that reciprocal compensation was not due for ISP-bound traffic under the terms of the MCImetro Interconnection Agreement; (3) at the time Brooks Fiber opted into the MCImetro Interconnection Agreement, the law of the land was clear that ISP-bound traffic does not originate and terminate in the same local calling area, a prerequisite to entitlement to reciprocal compensation under the terms of the MCI Agreement; and (4) the Authority no longer has subject matter jurisdiction over compensation for ISP-bound traffic, which limits the Authority's ability to render a decision in this matter.

Clearly, Brooks Fiber adopted the MCImetro Interconnection Agreement simply to circumvent negotiating with BellSouth on the reciprocal compensation issue and to avoid BellSouth's standard reciprocal compensation language. At the time it executed the MCI Agreement, Brooks Fiber clearly understood that BellSouth was not agreeing, and had not agreed, to pay reciprocal compensation for ISP-bound traffic. For these reasons, MCI is not entitled to the relief it seeks and the Authority should dismiss MCI's Petition.

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<sup>1</sup> According to the Petition, Brooks Fiber is an affiliate of MCI.

## **SPECIFIC RESPONSE TO ALLEGATIONS**

BellSouth responds to the allegations in MCI's Petition as follows:

### **INTRODUCTION**

1. To the extent a response is required to the Introduction, the Authority's decisions and Interconnection Agreement provisions cited by MCI speak for themselves. BellSouth admits that the referenced Interconnection Agreements were executed and approved on the dates indicated in the Introduction. BellSouth denies the remaining allegations in the Introduction.

### **JURISDICTION**

2. No response is required to paragraph 1 of the Petition. However, the MCI Agreement at issue in this proceeding was negotiated, executed and approved in accordance with the provisions of the 1996 Act. Thus, any interpretation of the MCI Agreement must be consistent with federal law.

3. The legal authority cited by MCI in paragraph 2 of the Petition speaks for itself. BellSouth denies the remaining allegations in paragraph 2 of the Petition.

4. The legal authority cited by MCI in paragraph 3 of the Petition speaks for itself. BellSouth denies the remaining allegations in paragraph 3 of the Petition.

5. BellSouth admits that the Authority approved the MCI Agreement. The legal authority cited by MCI in paragraph 4 of the Petition

speaks for itself. Further, BellSouth admits that the Authority has general jurisdiction to interpret and enforce interconnection agreements that have been approved by the Authority. However, to the extent that the Federal Communications Commission ("FCC") has preempted jurisdiction in the area of reciprocal compensation for ISP-bound traffic, the Authority's jurisdiction is limited. BellSouth denies the remaining allegations in paragraph 4 of the Petition.

#### THE PARTIES

6. BellSouth is without knowledge as to whether MCI is certificated to provide local exchange telephone service in Tennessee. No response is required to the remaining allegations in paragraph 5 of the Petition.

7. BellSouth admits the allegations of paragraph 6 of the Petition.

#### THE INTERCONNECTION AGREEMENT

8. BellSouth admits that the MCI Agreement provides for the payment of reciprocal compensation for the termination of "Local Traffic", as defined in the MCI Agreement. To be classified as "Local Traffic" under the terms of the MCI Agreement (and therefore eligible for reciprocal compensation), a call must originate and terminate in the same local calling area. Based on two FCC decisions, one of which was in full force and effect at the time the MCI Agreement was executed, ISP-bound traffic is interstate traffic that does not terminate in the same local calling area in which it

originates. Therefore, as a matter of law, ISP-bound traffic does not fall within the definition of "Local Traffic" as set forth in the MCI Agreement. The cited provisions of the MCI Agreement in paragraphs 7, 7a, 7b and 7c speak for themselves. The BellSouth denies the remaining allegations in paragraphs 7, 7a, 7b and 7c of the Petition.

REQUESTED RELIEF

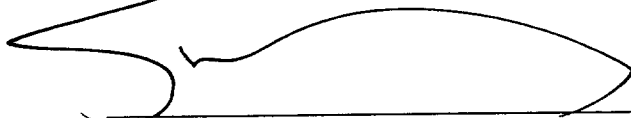
9. BellSouth denies that MCI is entitled to any of the relief sought in the prayer or elsewhere in the Petition. BellSouth denies the allegations in paragraph 8 of the Petition.

10. Any allegation not specifically admitted herein is denied.

WHEREFORE, BellSouth respectfully requests that the Authority deny the relief requested by MCI and dismiss MCI's Petition with prejudice.

Respectfully submitted this 18<sup>th</sup> day of July 2001.

BELLSOUTH TELECOMMUNICATIONS, INC.

A handwritten signature in black ink, appearing to read "Guy M. Hicks", is written over a horizontal line.

Guy M. Hicks  
333 Commerce Street, Suite 2101  
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(615) 214-6301

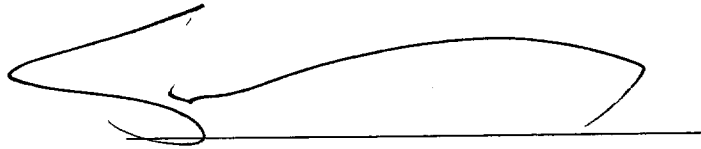
R. Douglas Lackey  
E. Earl Edenfield  
675 W. Peachtree Street, Suite 4300  
Atlanta, Georgia 30375

**CERTIFICATE OF SERVICE**

I hereby certify that on July 18, 2001, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

Henry Walker, Esquire  
Boult, Cummings, et al.  
P. O. Box 198062  
Nashville, TN 37219-8062

A handwritten signature in black ink, appearing to read "Henry Walker", is written over a horizontal line.